



Jethel Fiallo Pellerano  
Intérprete Judicial



CERTIFICATION

I the undersigned, Jethel María Fiallo Pellerano, Dominican citizen, of age, married, with Identification and electoral card number 001-0196326-2, Judiciary Interpreter of the First Instance Court of the National District, duly sworn, with registered number 17350 on date 10/13/92.


DECLARE that the precedent document: **Civil Sentence Number 1788** issued by **The Second Court of the Civil and Commercial Chamber of the First Instance of the Legal District of Santiago**, on October the first 2007, and registered under Nu. 1538, folio 326 book 4 drafted in Spanish and translated into English, to the best of my knowledge and belief, having faith in accordance with the original and nothing was omitted; in the city of Santiago de los Caballeros, Dominican Republic, this October five (5) of year two thousand seven (2007). -----



Exonerado de sellos por virtud de la Ley de  
**Eficiencia Recaudatoria**  
**No.173-07**  
del 17 de julio de 2007

*Jethel Fiallo Pellerano*

While every effort has been made to ensure accuracy in translation, the Original Spanish document takes precedence over the translation in the event of any dispute concerning interpretation.

  
 República Dominicana  
 Procuraduría General de la República  
 Certificamos que la persona que firma este documento  
 aparece en nuestro registro de funcionarios con facultad  
 para tales fines, cuya firma, es semejante a la depositada  
 en nuestro archivo.  
 Cancelados sellos y recibos correspondientes  
 Fecha: 9-10-07 Firma: [Signature]

[Signature]  
 Lda. Giselle Alardo  
 Sub-Encargada División de Legalización de Firmas  
 Procuraduría General de la República



REPUBLICA DOMINICANA  
 SECRETARIA DE ESTADO DE RELACIONES EXTERIORES  
 CERTIFICO que la firma que aparece al pie de este documento  
 es la del Sr. Giselle Alardo  
Sub-Encargada y que es  
 la misma que anastumbra a usar en todos sus actos y a la cual se  
 debe otorgar fe y crédito  
 Sto. Dgo., R. D. 09-10-07  
 LEC. N. 374 LIBRO 84

[Signature]  
 Elizabeth Williams  
 SUB-ENCARGADA  
 DIVISION DE LEGALIZACIONES  
 DEL DEPARTAMENTO CONSULAR

**Justice Department  
Dominican Republic**

I, Angelita Grullon Paulino, Secretary of the Second Court of the Civil and Commercial Room of the First Instance Court in the Legal District of Santiago, CERTIFY: That in the files in my responsibility, there is a sentence that textually copied expresses the following:

**GOD, HOMELAND AND FREEDOM  
CIVIL SENTENCE NUMBER 1788  
"IN THE NAME OF THE REPUBLIC"**

In the city of Santiago de los Caballeros, Province of Santiago, Dominican Republic, on the first day (1<sup>st</sup>) of October of year two thousand seven (2007), year number 164 of the Independence and 143 of the Restoration.

THE SECOND COURT OF THE CIVIL AND COMMERCIAL CHAMBER OF THE FIRST INSTANCE IN THE LEGAL DISTRICT OF SANTIAGO, regularly constituted in the place where the hearings are usually held, located in one of the departments of the third floor on the Justice Palace of this city, composed by the Judge, Samuel Guzman Fernandez, assisted by the undersigned Secretary, has surrender in its civil attributions and in public hearing, the following sentence:

By virtue of the lawsuit by FORCE LIEN presented by QST DOMINICANA, LLC social entity organized and existing according to the laws of the United States of America, with its legal residence ad-hoc in the Caribbean Industrial Park, Matanzas Free Zone, Santiago de los Caballeros, Dominican Republic, company duly represented by Albert Madera Polanco, Dominican, of legal age, single, bearer of the personal identification number 002-0127741-5, of legal residence in this city of Santiago de los Caballeros, who has as constituted lawyers to Marlit Badia Taveras and J. Guillermo Estrella Ramia, against INTERAMERICANA APPAREL COMPANY, who has as constituted lawyers to Miguel Duran, Jose Ramon Vega and Eduardo Trueba.

HEARD the role reading, by the Bailiff Abdiel Jose Alvarez

Heard the lawyers MARLIT BADIA TAVERAS and RODOLFO COLON by himself and by the lawyer J. GUILLERMO ESTRELLA RAMIA, in representation of the Plaintiff, to conclude as follow:

FIRST: To declare Interamericana Apparel Company to the immediate payment of the amount of nine hundred thirty one thousand, four hundred ninety six with 64/100 (US\$931,496.64), by concept of due invoices. SECOND: to condemn Interamericana Apparel Company to pay the legal interests of such amount calculated from the day the claim in justice was imposed. THIRD: To declare as regular and valid the lien of properties, worked through acts Nos.148/2007 from February 21<sup>st</sup>, 2007, and 155/2007 from February 22<sup>nd</sup>, 2007, both acts instrumented by the minister officer Yira Rivera Raposo, since being just in the essence, and regular in the form. FOURTH: regarding the essence, to declare that the amounts of the third impounded, to be recognized as a debtor of Interamericana Apparel Company, to be validly paid in the hands of Qst Dominicana, LLC, in deduction and until the recurrence of the credit amount, by principal and rights accessories. FIFTH: To condemn to

Interamericana Apparel Company to pay the costs of the process, ordering its distraction in benefit of the lawyers Marlit Badia, and J. Guillermo Estrella Ramia, who confirm as being advanced in its total amount. SIXTH: Request a term of 15 days.

Heard Lawyer MIGUEL DURAN by himself and in representation of the Lawyer JOSE RAMON VEGA and EDUARDO TRUEBA, to conclude: 1 to request the adjournment of the present hearing for the communication of the documents by reason that the respondent should verify and check the total of the invoices submitted by the Plaintiff; 2 to dismiss the conclusions of the Plaintiff part.

Heard the lawyer MARLIT BADIA in her referred quality, oppose to the extension of the hearing.

The judge resolves: 1<sup>st</sup>. To reject the conclusions of the Plaintiff, to order another extension of the communication of the documents, ordered by the previous sentence, by this measure of instruction to preclude; 2 to order the continuation of the hearing.

Heard again to MIGUEL DURAN, by himself and by the lawyer JOSE RAMON VEGA and EDUARDO TRUEBA, by representation of the respondent, to conclude as follow:

FIRST: To reject in all its parts the claim imposed by Qst Dominicana LLC, against Interamericana Apparel Company, through act No.1558-2007, by the Minister Officer Yira Rivera Raposo. SECOND: To reject the seizure of property contained in such claim. THIRD: To condemn to the payment of the costs of the procedure in benefit of the concluding lawyer. FOURTH: To grant a term with the benefit of depositing a writing motivated by the present conclusions.

#### **HEARD AUTOS**

**WHEREAS:** That with purpose of an instance addressed by the claim part, this court dictated the civil order No.281 from February 13 of year 2007, which part states as follow: **First:** Authorizes Qst Dominicana LLC, to lien in a conservatory way the assets property of Interamericana Apparel Company, for the amount of Nine hundred thirty one thousand, four hundred ninety six with 64/100 (US\$931,496.64), that is the due amount; **Second:** Authorizes Qst Dominicana, LLC, to lien the assets, in the hands of third parties properties of Interamericana Apparel Company, for the amount of one million eight thousand sixty two hundred nine hundred ninety three with 28/100 (US\$1,862,993.28), that is twice the due amount; **Third:** Authorizes Qst Dominicana, LLC to inscribe a provisional judiciary mortgage to the real property of Interamericana Apparel Company, for the amount of Nine hundred thirty one thousand, four hundred ninety six with 64/100 (US\$931,496.64), that is the due amount; **Fourth:** Set in sixty (60) days the term on which a claim in validity shall be made and the essence of the measures ordered by this court; **Fifth:** Declares as executive the present order, nevertheless any resource.

**WHEREAS:** That by act numbers 148/2007 from February 21<sup>st</sup>. 2007 and 155/2007 from February 22<sup>nd</sup>. Year 2007, both instrumented by the minister officer Yira Rivera Raposo, Ordinary officer of the Second Penal Court in Santiago, acting by requirement of QST DOMINICANA, LLC, presented lien of property against INTERAMERICANA APPAREL COMPANY and in the hands of LEVI STRAUSS & CO. AND GROUP M, notifying them that they are formally opposed to the payment or delivery of any amount of money, assets or values that have or had, owe or owed, in capital and in interests, belonging to Interamericana Apparel Company, to any title and by any cause, DECLARING, that this opposition is made by security, conservation and obtaining of the payment of the amount of Nine hundred thirty one thousand, four hundred ninety six with 64/100 (US\$931,496.64), which is the due value at the moment by Interamericana Apparel Company, to my process server, under reserves of the other rights, actions, interests and expenses of execution, which lien of property or opposition is made according to the law in force and until the recurrence of twice the causes of the same, this is, the amount of US\$1,862,993.20.-

**WHEREAS:** That by the same acts the Plaintiff notified the respondent, denounce the lien of property and valid summons, locating to appear in the eight day of the law before the Civil and Commercial Chamber of the First Instance Court of the Legal District of Santiago, to the means and measures of the act that appears in the file.

**WHEREAS:** That through act dictated by the Presidency of the Civil and Commercial Chamber of the First Instance Judge of the Legal District of Santiago, which figures in the file, the Judge of this Court was appointed to know the mentioned lien.

**WHEREAS:** That by persecution of the Plaintiff, this Court set for March 29<sup>th</sup>, 2007, 9:00 A.M., the hearing to know the mentioned claim, to which appeared the lawyers Marlit Badia Taveras y lawyer Manuel Espinal in representation of the Plaintiff and the lawyer Yoris Gomez in representation of the Plaintiff part. The Plaintiff part requests a reciprocal communication of the documents. The Defendant is not opposed and request a term of 15 days from the due dated and also to deposit and to take communication of the documents submitted by the Plaintiff. The Court Verdicts: 1<sup>st</sup>. Postpone the knowledge of the present hearing for Thursday 17-05-07, 9:00 A.M., with the end of ordering a reciprocal communication of documents via secretary in a term of 15 calendar days to deposit and the expiration of an equal term to take communication of the same without movement. 2<sup>nd</sup>. Reserves the costs and the represented parts are notified.

**WHEREAS:** That in the hearing of May 17, 2007, both represented parts appeared by their respective lawyers, the Plaintiff requests an extension of communication of the documents with the same modality and term. The Defendant is not opposed. The Court Verdicts: 1<sup>st</sup>. to adjourn the knowledge of the present hearing for Tuesday 21-06-07, with the end of ordering an extension of the documents communication ordered by a previous sentence in the same modality and term. 2<sup>nd</sup>. Reserves the costs and the represented parts are duly notified.

seventy five dollars with 44/100 (US\$15,175.44); 24) Invoice number 72062910 dated 11/08/06, for the amount of two hundred twenty two dollars with 00/100 (US\$222.00); 25) Invoice number 72062911 dated 11/08/06, for the amount of one hundred seventy four dollars with 24/100 (US\$174.24); 26) Invoice number 72062912 dated 11/08/06, for the amount of two hundred sixty seven dollars with 60/100 (US\$267.60); 27) Invoice number 72062913 dated 11/08/06, for the amount of two thousand eight hundred thirteen dollars with 85/100 (US\$2,813.85); 28) Invoice number 72062914 dated 11/08/06, for the amount of two thousand nine hundred forty nine dollars with 60/100 (US\$2,949.60); 29) Invoice number 72063011 dated 11/10/06, for the amount of two thousand five hundred eleven dollars with 66/100 (US\$2,511.66); 30) Invoice number 72063012 dated 11/10/06, for the amount of three thousand eight hundred thirty dollars with 40/100 (US\$3,830.40); 31) Invoice number 72063013 dated 11/10/06, for the amount of two thousand six hundred twenty five dollars with 37/100 (US\$2,625.37); 32) Invoice number 72063014 dated 11/10/06, for the amount of seven thousand two hundred eighty seven dollars with 34/100 (US\$7,287.34); 33) Invoice number 72063015 dated 11/10/06, for the amount of five thousand five hundred one dollars with 10/100 (US\$5,501.10); 34) Invoice number 72063050 dated 13/11/06, for the amount of nine thousand three hundred sixty four dollars with 32/100 (US\$9,364.32); 35) Invoice number 72063051 dated 11/13/06, for the amount of nine hundred twenty three dollars with 76/100 (US\$923.76); 36) Invoice number 72063052 dated 11/13/06, for the amount of three hundred thirty one dollars with 80/100 (US\$331.80); 37) Invoice number 72063150 dated 11/15/06, for the amount of five thousand four hundred ninety nine dollars with 90/100 (US\$5,499.90); 38) Invoice number 72063151 dated 11/15/06, for the amount of nine thousand four hundred fifty dollars with 00/100 (US\$9,450.00); 39) Invoice number 72063152 dated 11/15/06, for the amount of three thousand one hundred nineteen dollars with 55/100 (US\$3,119.55); 40) Invoice number 72063153 dated 15/11/06, for the amount of one thousand seven hundred forty six dollars with 21/100 (US\$1,746.21); 41) Invoice number 72063154 dated 11/15/06, for the amount of eight thousand nine hundred ninety dollars with 00/100 (US\$8,990.00); 42) Invoice number 72063155 dated 11/15/06, for the amount of fifteen thousand eight hundred sixty four dollars with 00/100 (US\$15,864.00); 43) Invoice number 72063156 dated 11/15/06, for the amount of one thousand one hundred twenty five dollars with 54/100 (US\$1,125.54); 44) Invoice number 72063157 dated 11/15/06, for the amount of six hundred eighty five dollars with 71/100 (US\$685.71); 45) Invoice number 72063158 dated 11/15/06, for the amount of two hundred six dollars with 00/100 (US\$206.00); 46) Invoice number 72063219 dated 11/17/06, for the amount of one thousand one dollars with 25/100 (US\$1,001.25); 47) Invoice number 72063220 dated 11/17/06, for the amount of one thousand four hundred seventy dollars with 15/100 (US\$1,470.15); 48) Invoice number 72063221 dated 11/17/06, for the amount of one thousand two hundred thirty three dollars with 23/100 (US\$1,233.23); 49) Invoice number 72063222 dated 11/17/06, for the amount of one thousand three hundred five dollars with 00/100 (US\$1,305.00); 50) Invoice number 72063223 dated 11/17/06, for the amount of one thousand one hundred sixty six dollars with 40/100 (US\$1,166.40); 51) Invoice number 72063224 dated 11/17/06, for the amount of four thousand one hundred ninety one dollars with 26/100 (US\$4,191.26); 52) Invoice number 72063225



dated 11/17/06, for the amount of three hundred forty eight dollars with 48/100 (US\$348.48); 53) Invoice number 72063226 dated 11/17/06, for the amount of two hundred five dollars with 47/100 (US\$205.47); 54) Invoice number 72063227 dated 11/17/06, for the amount of one thousand three hundred fifteen dollars with 86/100 (US\$1,315.86); 55) Invoice number 72063228 dated 11/17/06, for the amount of two thousand one hundred forty eight dollars with 12/100 (US\$2,148.12); 56) Invoice number 72063229 dated 11/17/06, for the amount of three hundred fifteen dollars with 36/100 (US\$315.36); 57) Invoice number 72063234 dated 11/17/06, for the amount of two thousand two hundred sixty three dollars with 25/100 (US\$2,263.25); 58) Invoice number 72063236 dated 11/17/06, for the amount of five thousand seven hundred eighty seven dollars with 94/100 (US\$5,787.94); 59) Invoice number 72063237 dated 11/17/06, for the amount of one thousand four hundred ninety seven dollars with 60/100 (US\$1,497.60); 60) Invoice number 72063238 dated 11/17/06, for the amount of two hundred sixty seven dollars with 04/100 (US\$267.04); 61) Invoice number 72063239 dated 11/17/06, for the amount of one thousand nine hundred eighty seven dollars with 20/100 (US\$1,987.20); 62) Invoice number 72063249 dated 11/20/06, for the amount of three thousand three hundred dollars with 00/100 (US\$3,300.00); 63) Invoice number 72063250 dated 11/20/06, for the amount of four hundred forty four dollars with 00/100 (US\$444.00); 64) Invoice number 72063316 dated 11/22/06, for the amount of four thousand two hundred dollars with 00/100 (US\$4,200.00); 65) Invoice number 72063318 dated 11/22/06, for the amount of three thousand seven hundred twenty dollars with 00/100 (US\$3,720.00); 66) Invoice number 72063319 dated 11/22/06, for the amount of twelve thousand eight hundred forty two dollars with 00/100 (US\$12,842.00); 67) Invoice number 72063320 dated 11/22/06, for the amount of two thousand ninety six dollars with 64/100 (US\$2,096.64); 68) Invoice number 72063321 dated 11/22/06, for the amount of one thousand two hundred fifty three dollars with 95/100 (US\$1,253.95); 69) Invoice number 72063322 dated 11/22/06, for the amount of ten thousand eight hundred ninety four dollars with 76/100 (US\$10,894.76); 70) Invoice number 72063323 dated 11/22/06, for the amount of one thousand four hundred ninety seven dollars with 60/100 (US\$1,497.60); 71) Invoice number 72063324 dated 11/22/06, for the amount of two thousand nine hundred forty nine dollars with 60/100 (US\$2,949.60); 72) Invoice number 72063325 dated 11/22/06, for the amount of six thousand thirty seven dollars with 20/100 (US\$6,037.20); 73) Invoice number 72063326 dated 11/22/06, for the amount of nine hundred twenty seven dollars with 20/100 (US\$927.20); 74) Invoice number 72063327 dated 11/22/06, for the amount of seven hundred thirty one dollars with 81/100 (US\$731.81); 75) Invoice number 72063328 dated 11/22/06, for the amount of four hundred eighty dollars with 80/100 (US\$480.80); 76) Invoice number 72063340 dated 11/22/06, for the amount of one thousand six hundred eighty eight dollars with 31/100 (US\$1,688.31); 77) Invoice number 72063444 dated 11/24/06, for the amount of four thousand eight hundred fifty one dollars with 71/100 (US\$4,851.71); 78) Invoice number 72063445 dated 11/24/06, for the amount of two thousand two hundred ninety eight dollars with 24/100 (US\$2,298.24); 79) Invoice number 72063446 dated 11/24/06, for the amount of nine dollars with 72/100 (US\$9.72); 80) Invoice number 72063474 dated 11/27/06, for the amount of seven thousand three hundred sixteen dollars with 01/100 (US\$7,316.01); 81) Invoice

number 72063475 dated 11/27/06, for the amount of eight thousand two hundred eighty seven dollars with 16/100 (US\$8,287.16); 82) Invoice number 72063476 dated 11/27/06, for the amount of six hundred sixty dollars with 00/100 (US\$660.00); 83) Invoice number 72063558 dated 11/29/06, for the amount of three hundred dollars with 61/100 (US\$300.61); 84) Invoice number 72063559 dated 11/29/06, for the amount of one thousand eight hundred sixty dollars with 00/100 (US\$1,860.00); 85) Invoice number 72063560 dated 11/29/06, for the amount of seven hundred fifty six dollars with 86/100 (US\$756.86); 86) Invoice number 72063561 dated 11/29/06, for the amount of two thousand two hundred forty three dollars with 52/100 (US\$2,243.52); 87) Invoice number 72063562 dated 11/29/06, for the amount of seven hundred fifty eight dollars with 31/100 (US\$758.31); 88) Invoice number 72063155 dated 11/15/06, for the amount of fifteen thousand eight hundred sixty four dollars with 00/100 (US\$15,864.00); 89) Invoice number 72063564 dated 11/29/06, for the amount of one hundred thirty eight dollars with 00/100 (US\$138.04); 90) Invoice number 72063565 dated 11/29/06, for the amount of seven hundred two dollars with 47/100 (US\$702.47); 91) Invoice number 72063566 dated 11/29/06, for the amount of four hundred eighty one dollars with 14/100 (US\$481.14); 92) Invoice number 72063635 dated 12/01/06, for the amount of two thousand eight hundred eight dollars with 96/100 (US\$2,808.96); 93) Invoice number 72063680 dated 12/04/06, for the amount of five hundred forty five dollars with 18/100 (US\$545.18); 94) Invoice number 72063681 dated 12/04/06, for the amount of three hundred ten dollars with 00/100 (US\$310.00); 95) Invoice number 72063711 dated 12/05/06, for the amount of four thousand four hundred thirty five dollars with 20/100 (US\$4,435.20); 96) Invoice number 72063748 dated 12/06/06, for the amount of four thousand two hundred ten dollars with 50/100 (US\$4,210.50); 97) Invoice number 72063749 dated 12/06/06, for the amount of five thousand eight hundred ninety dollars with 00/100 (US\$5,890.00); 98) Invoice number 72063750 dated 12/06/06, for the amount of one thousand two hundred seventy 40/100 (US\$1,270.40); 99) Invoice number 72063751 dated 12/06/06, for the amount of six hundred eighteen dollars with 00/100 (US\$618.00); 100) Invoice number 72063752 dated 12/06/06, for the amount of two thousand three hundred dollars with 80/100 (US\$2,300.80); 101) Invoice number 72063753 dated 12/06/06, for the amount of five thousand three hundred forty six dollars with 32/100 (US\$5,346.32); 102) Invoice number 72063790 dated 12/07/06, for the amount of four thousand three hundred forty four dollars with 60/100 (US\$4,344.60); 103) Invoice number 72063845 dated 12/08/06, for the amount of two thousand two hundred thirty two dollars with 00/100 (US\$2,232.00); 104) Invoice number 72063846 dated 12/08/06, for the amount of one thousand two hundred two dollars with 00/100 (US\$1,202.00); 105) Invoice number 72063847 dated 12/08/06, for the amount of one thousand eight hundred sixty nine dollars with 50/100 (US\$1,869.50); 106) Invoice number 72063848 dated 12/08/06, for the amount of three thousand one hundred eighty two dollars with 40/100 (US\$3,182.40); 107) Invoice number 72063680 dated 12/08/06, for the amount of eighteen thousand five hundred sixty eight dollars with 23/100 (US\$18,568.23); 108) Invoice number 72063961 dated 12/13/06, for the amount of one thousand three hundred seventy one dollars with 69/100 (US\$1,371.69); 109) Invoice number 72063962 dated 12/13/06, for the amount of four thousand two hundred fifty seven dollars with 75/100



(US\$4,257.75); 110) Invoice number 72063963 dated 12/13/06, for the amount of one thousand eight hundred fifty four dollars with 00/100 (US\$1,854.00); 111) Invoice number 72063964 dated 12/13/06, for the amount of two thousand four hundred four dollars with 00/100 (US\$2,404.00); 112) Invoice number 72063965 dated 12/13/06, for the amount of three hundred thirty four dollars with 20/100 (US\$334.20); 113) Invoice number 72064053 dated 12/18/06, for the amount of two hundred eighty seven dollars with 62/100 (US\$287.62); 114) Invoice number 72064054 dated 12/18/06, for the amount of four hundred eighty nine dollars with 60/100 (US\$489.60); 115) Invoice number 72064055 dated 12/18/06, for the amount of two thousand two hundred fifty one dollars with 08/100 (US\$2,251.08); 116) Invoice number 72064076 dated 12/19/06, for the amount of one thousand six hundred ninety three dollars with 44/100 (US\$1,693.44); 117) Invoice number 72064135 dated 01/11/07, for the amount of six thousand one hundred fifty one dollars with 10/100 (US\$6,151.10); 118) Invoice number 72064136 dated 01/11/07, for the amount seven thousand seven hundred fifty dollars with 00/100 (US\$7,750.00); 119) Invoice number 72064153 dated 01/12/07, for the amount of one thousand six hundred fifty dollars with 00/100 (US\$1,650.00); 120) Invoice number 72064158 dated 01/12/07, for the amount of four thousand two hundred dollars with 00/100 (US\$4,200.00); 121) Invoice number 72064159 dated 01/12/07, for the amount of twelve thousand two hundred forty four dollars with 30/100 (US\$12,244.30); 122) Invoice number 72064160 dated 01/12/07, for the amount of one thousand seventy nine dollars with 87/100 (US\$1,079.87); 123) Invoice number 72064161 dated 01/12/07, for the amount of one thousand eight hundred twenty three dollars with 27/100 (US\$1,823.27); 124) Invoice number 72064162 dated 01/12/07, for the amount of four thousand six hundred seventy dollars with 00/100 (US\$4,670.00); 125) Invoice number 72064163 dated 01/12/07, for the amount of six hundred forty seven dollars with 14/100 (US\$647.14); 126) Invoice number 72064164 dated 01/12/07, for the amount of six hundred sixty three dollars with 20/100 (US\$1,663.20); 127) Invoice number 72064165 dated 01/12/07, for the amount of one thousand one hundred eighty four dollars with 00/100 (US\$1,184.00); 128) Invoice number 72064166 dated 01/12/07, for the amount of two hundred twelve dollars with 22/100 (US\$212.22); 129) Invoice number 72064167 dated 01/12/07, for the amount of four thousand eight hundred seventy four dollars with 69/100 (US\$4,874.69); 130) Invoice number 72064202 dated 01/15/07, for the amount of one hundred forty eight dollars with 00/100 (US\$148.00); 131) Invoice number 72064203 dated 01/15/07, for the amount of one hundred seventy four dollars with 24/100 (US\$174.24); 132) Invoice number 72064204 dated 01/15/07, for the amount of one thousand three hundred five dollars with 00/100 (US\$1,305.00); 133) Invoice number 72064292 dated 01/17/07, for the amount of twelve thousand three hundred sixteen dollars with 16/100 (US\$12,316.16); 134) Invoice number 72064293 dated 01/17/07, for the amount of three hundred five dollars with 25/100 (US\$305.25); 135) Invoice number 72064294 dated 01/17/07, for the amount of two hundred twenty two dollars with 00/100 (US\$222.00); 136) Invoice number 72064329 dated 01/18/07, for the amount of three hundred eighty nine dollars with 09/100 (US\$389.09); 137) Invoice number 72064330 dated 01/18/07, for the amount of ten thousand nine hundred eighty two dollars with 60/100 (US\$10,982.60); 138) Invoice number 72064331 dated 01/18/07,

for the amount of three hundred eighty nine dollars with 09/100 (US\$389.09); 139) Invoice number 72064381 dated 01/19/07, for the amount of eight thousand four hundred dollars with 00/100 (US\$8,400.00); 140) Invoice number 72064382 dated 01/19/07, for the amount of one thousand two hundred ten dollars with 00/100 (US\$1,210.00); 141) Invoice number 72064383 dated 01/19/07, for the amount of one thousand eight hundred seventy two dollars with 00/100 (US\$1,872.00); 142) Invoice number 72064384 dated 01/19/07, for the amount of eight thousand five hundred eighty dollars with 68/100 (US\$8,580.68); 143) Invoice number 72064385 dated 01/19/07, for the amount of one thousand four hundred thirty eight dollars with 08/100 (US\$1,438.08); 144) Invoice number 72064386 dated 01/19/07, for the amount of three hundred seventy eight dollars with 43/100 (US\$378.43); 145) Invoice number 72064387 dated 01/19/07, for the amount of twenty six thousand fifty dollars with 20/100 (US\$26,050.20); 146) Invoice number 72064388 dated 01/19/07, for the amount of four hundred sixty six dollars with 56/100 (US\$466.56); 147) Invoice number 72064389 dated 01/19/07, for the amount of four thousand five hundred thirty two dollars with 80/100 (US\$4,532.80); 148) Invoice number 72064390 dated 01/19/07, for the amount of one thousand forty three dollars with 60/100 (US\$1,043.60); 149) Invoice number 72064391 dated 01/19/07, for the amount of four hundred thirty four dollars with 16/100 (US\$434.16); 150) Invoice number 720643292 dated 01/19/07, for the amount of two hundred thirty dollars with 85/100 (US\$230.85); 151) Invoice number 720643293 dated 01/19/07, for the amount of five thousand seven hundred thirty eight dollars with 49/100 (US\$5,738.49); 152) Invoice number 72064439 dated 01/23/07, for the amount of one thousand dollars with 51/100 (US\$1,000.51); 153) Invoice number 72064440 dated 01/23/07, for the amount of one thousand two hundred twenty two dollars with 85/100 (US\$1,222.85); 154) Invoice number 72064467 dated 01/24/07, for the amount of eleven thousand four hundred fifty nine dollars with 52/100 (US\$11,459.52); 155) Invoice number 72064468 dated 01/24/07, for the amount of eight hundred sixty two dollars with 18/100 (US\$862.18); 156) Invoice number 72064469 dated 01/24/07, for the amount of seven hundred forty six dollars with 78/100 (US\$746.78); 157) Invoice number 72064470 dated 01/24/07, for the amount of one thousand two hundred twenty two dollars with 37/100 (US\$1,222.37); 158) Invoice number 72064471 dated 01/24/07, for the amount of sixty three dollars with 07/100 (US\$63.07); 159) Invoice number 72064472 dated 01/24/07, for the amount of one thousand four hundred seventy four dollars with 02/100 (US\$1,474.02); 160) Invoice number 72064473 dated 01/24/07, for the amount of eighty seven dollars with 48/100 (US\$87.48); 161) Invoice number 72064474 dated 01/24/07, for the amount of one thousand eight hundred seventy two dollars with 00/100 (US\$1,872.00); 162) Invoice number 72064551 dated 01/26/07, for the amount of one thousand fifty dollars with 00/100 (US\$1,050.00); 163) Invoice number 72064552 dated 01/26/07, for the amount of eight hundred sixteen dollars with 20/100 (US\$816.20); 164) Invoice number 72064553 dated 01/26/07, for the amount of one thousand three hundred twenty four dollars with 40/100 (US\$1,324.40); 165) Invoice number 72064554 dated 01/26/07, for the amount of nine hundred fifty dollars with 47/100 (US\$950.47); 166) Invoice number 72064555 dated 01/26/07, for the amount of one thousand nine hundred four dollars with 76/100 (US\$1,904.76); 167) Invoice number 72064556 dated 01/26/07, for the amount of fifteen thousand

one hundred two dollars with 40/100 (US\$15,102.40); 168) Invoice number 72064557 dated 01/26/07, for the amount of one hundred eighty six dollars with 30/100 (US\$186.30); 169) Invoice number 72064558 dated 01/26/07, for the amount of eight hundred eighty four dollars with 51/100 (US\$884.51); 170) Invoice number 72064564 dated 01/30/07, for the amount of four hundred forty four dollars with 00/100 (US\$444.00); 171) Invoice number 72064565 dated 01/30/07, for the amount of forty thousand five hundred ninety dollars with 90/100 (US\$40,590.90); 172) Invoice number 72064566 dated 01/30/07, for the amount of eleven thousand six hundred forty two dollars with 40/100 (US\$11,642.40); 173) Invoice number 72064567 dated 01/30/07, ascending to a total of seven thousand four hundred twenty eight dollars with 10/100 (US\$7,428.10); 174) Invoice number 72064568 dated 01/30/07, for the amount of one thousand four hundred fifty dollars with 66/100 (US\$1,450.66); 175) Invoice number 72064569 dated 01/30/07, for the amount of six hundred ninety eight dollars with 22/100 (US\$698.22); 176) Invoice number 72064570 dated 01/30/07, for the amount of one hundred dollars with 35/100 (US\$100.35); 177) Invoice number 72064571 dated 01/30/07, for the amount of two thousand four hundred thirty three dollars with 60/100 (US\$2,433.60); 178) Invoice number 72064572 dated 01/30/07, for the amount of twelve thousand nine hundred sixteen dollars with 80/100 (US\$12,916.80); 179) Invoice number 72064573 dated 01/30/07, for the amount of twelve thousand five hundred sixty dollars with 50/100 (US\$12,560.50); 180) Invoice number 72064574 dated 01/30/07, for the amount of one thousand three hundred thirty two dollars with 00/100 (US\$1,332.00); 181) Invoice number 72064575 dated 01/30/07, for the amount of seventeen thousand one hundred seventy seven dollars with 54/100 (US\$17,177.54); 182) Invoice number 72064576 dated 01/30/07, for the amount of one thousand one with 25/100 (US\$1,001.25); 183) Invoice number 72064577 dated 01/30/07, for the amount of twenty two thousand twenty nine dollars with 00/100 (US\$22,029.00); 184) Invoice number 72064578 dated 01/30/07, for the amount of twelve thousand eight hundred two dollars with 06/100 (US\$12,802.06); 185) Invoice number 72064579 dated 01/30/07, for the amount of four thousand eighty five dollars with 76/100 (US\$4,085.76); 186) Invoice number 72064580 dated 01/30/07, for the amount of seven hundred ninety nine dollars with 20/100 (US\$799.20); 187) Invoice number 72064581 dated 01/30/07, for the amount of five hundred eighty dollars with 32/100 (US\$580.32); 188) Invoice number 72064582 dated 01/30/07, for the amount of two thousand one hundred forty dollars with 96/100 (US\$2,140.96); 189) Invoice number 72064583 dated 01/30/07, for the amount of two thousand six hundred thirty two dollars with 90/100 (US\$2,632.90); 190) Invoice number 72064584 dated 01/30/07, for the amount of six hundred twenty six dollars with 88/100 (US\$626.88); 191) Invoice number 72064585 dated 01/30/07, for the amount of one thousand two hundred fifty eight dollars with 56/100 (US\$1,258.56); 192) Invoice number 72064586 dated 01/30/07, for the amount of one thousand five hundred ninety three dollars with 00/100 (US\$1,593.00); 193) Invoice number 72064587 dated 01/30/07, for the amount of four thousand one hundred forty nine dollars with 32/100 (US\$4,149.32); 194) Invoice number 72064588 dated 01/30/07, for the amount of one thousand eighty three dollars with 60/100 (US\$1,08.60); 195) Invoice number 72064589 dated 01/30/07, for the amount of six thousand seven hundred forty two dollars with 28/100 (US\$6,742.28); 196) Invoice number 72064590

dated 01/30/07, for the amount of six hundred forty seven dollars with 42/100 (US\$647.42); 197) Invoice number 72064591 dated 01/30/07, for the amount of seventy two dollars with 89/100 (US\$72.89); 198) Invoice number 72064592 dated 1/30/07 for the amount of two thousand eight hundred forty nine dollars with 28/100 (US\$2,849.28); 199) Invoice number 72064593 dated 1/30/07 for the amount of three hundred seven dollars with 92/100 (US\$307.92); 200) Invoice number 72064594 dated 1/30/07 for the amount of four thousand six hundred thirty six dollars with 80/100 (US\$4,636.80); 201) Invoice number 72064595 dated 1/30/07 for the amount of one thousand six hundred thirty eight dollars with 34/100 (US\$1,683.34); 202) Invoice number 72064596 dated 1/30/07 for the amount of one thousand four hundred seventy eight dollars with 02/100 (US\$1,478.02); 203) Invoice number 72064597 dated 1/30/07 for the amount of five thousand one hundred sixty six dollars with 72/100 (US\$5,166.72); 204) Invoice number 72064598 dated 1/30/07 for the amount of nine hundred thirty five dollars with 34/100 (US\$935.34); 205) Invoice number 72064599 dated 1/30/07 for the amount of one thousand six hundred fifty three dollars with 79/100 (US\$1,653.79); 206) Invoice number 72064600 dated 1/30/07 for the amount of two thousand twelve dollars with 95/100 (US\$2,012.95); 207) Invoice number 72064601 dated 1/30/07 for the amount of six thousand three hundred sixty three dollars with 36/100 (US\$6,363.36); 208) Invoice number 72064602 dated 1/30/07 for the amount of two thousand six hundred eight dollars with 20/100 (US\$6,608.20); 209) Invoice number 72064603 dated 1/30/07 for the amount of six hundred three dollars with 51/100 (US\$603.51); 210) Invoice number 72064604 dated 1/30/07 for the amount of one thousand two hundred forty six dollars with 86/100 (US\$1,246.86); 211) Invoice number 72064605 dated 1/30/07 for the amount of nine hundred forty two dollars with 97/100 (US\$942.97); 212) Invoice number 72064606 dated 1/30/07 for the amount of sixteen thousand eight hundred ninety seven dollars with 44/100 (US\$16,897.44); 213) Invoice number 72064607 dated 1/30/07 for the amount of two thousand two hundred seven dollars with 52/100 (US\$2,207.52); 214) Invoice number 72064608 dated 1/30/07 for the amount of one thousand three hundred eighty nine dollars with 60/100 (US\$1,389.60); 215) Invoice number 72064609 dated 1/30/07 for the amount of eleven thousand eight hundred eighteen dollars with 17/100 (US\$11,818.17); 216) Invoice number 72064610 dated 1/30/07 for the amount of twenty thousand one hundred fifty dollars with 00/100 (US\$20,150.00); 217) Invoice number 72064611 dated 1/30/07 for the amount of eight hundred thirty one dollars with 00/100 (US\$831.00); 218) Invoice number 72064612 dated 1/30/07 for the amount of five thousand five hundred ninety seven dollars with 71/100 (US\$5,597.71); 219) Invoice number 72064613 dated 1/30/07 for the amount of two hundred twenty one dollars with 36/100 (US\$221.36); 220) Invoice number 72064614 dated 1/30/07 for the amount of two thousand eighty seven dollars with 52/100 (US\$2,807.52); 221) Invoice number 72064615 dated 1/30/07 for the amount of one hundred eighty six dollars with 30/100 (US\$186.30); 222) Invoice number 72064616 dated 1/30/07 for the amount of four hundred thirty seven dollars with 40/100 (US\$437.40); 223) Invoice number 72064617 dated 1/30/07 for the amount of seven thousand two hundred eighty nine dollars with 49/100 (US\$7,289.49); 224) Invoice number 72064618 dated 1/30/07 for the amount of one thousand nine hundred forty one dollars with 41/100 (US\$1,941.41); 224) Invoice



number 72064619 dated 1/30/07 for the amount of one thousand nine dollars with 15/100 (US\$1,009.15); 225) Invoice number 72064620 dated 1/30/07 for the amount of two thousand fifty nine dollars with 20/100 (US\$2,059.20); 226) Invoice number 72064621 dated 1/30/07 for the amount of eight thousand two hundred dollars with 92/100 (US\$8,200.92); 227) Invoice number 72064624 dated 1/30/07 for the amount of eight thousand two hundred dollars with 92/100 (US\$8,200.92); 228) Invoice number 72064623 dated 1/30/07 for the amount of fourteen thousand five hundred fourteen dollars with 36/100 (US\$14,514.36); 229) Invoice number 72064624 dated 1/30/07 for the amount of one thousand two hundred sixty dollars with 00/100 (US\$1,260.00); 230) Invoice number 72064625 dated 1/30/07 for the amount of twenty thousand seven hundred twenty one dollars with 96/100 (US\$20,721.96); 231) Invoice number 72064626 dated 1/30/07 for the amount of three hundred twenty four dollars with 68/100 (US\$324.68); 232) Invoice number 72064627 dated 1/30/07 for the amount of four thousand nine hundred fifty dollars with 00/100 (US\$4,950.00); 233) Invoice number 72064628 dated 1/30/07 for the amount of seven thousand nine hundred eighty three dollars with 36/100 (US\$7,983.36); 234) Invoice number 72064629 dated 1/30/07 for the amount of two hundred eighty six dollars with 72/100 (US\$286.72); 235) Invoice number 72064630 dated 1/30/07 for the amount of two thousand one hundred ninety three dollars with 56/100 (US\$2,193.56); 236) Invoice number 72064631 dated 1/30/07 for the amount of fifteen thousand four hundred forty dollars with 07/100 (US\$15,440.07); 237) Auto No.28, dated March 1<sup>st</sup>, 2007, dictated by the Second Court of the Civil and Commercial Chamber of the Legal District of Santiago.

**THE JUDGE, AFTER HEARING THE CASE:**

WHEREAS: That in the present case the Court is imposed with a CLAIM IN COLLECTION AND VALID LIEN OF PROPERTY, imposed by the Plaintiff QST DOMINICANA, LLC, against the Defendant, INTERAMERICANA APPAREL COMPANY for the amount of NINE HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED NINETY SIX WITH 64/100 (US\$931,496.64).

WHEREAS: That the Plaintiff request from the Defendant, the payment of the referred amount, by virtue of the invoices in the autos, dully translated to Spanish, according to certification issued by the Legal Interpreter, Jethel Ma. Fiallo Pellerano.

WHEREAS: That the Plaintiff also follows to declare the validity of the lien of property in the form and in the essence submitted in prejudice of the Plaintiff and in the hands of third parties garnishees previously mentioned, ordering them to pay in the hands of the defendant the values affected by the referred lien, until the dully concurrency of its credit in the main and accessories right.

WHEREAS: That on its side, the defendant has requested the rejection of the claim due to its inadmissibility, wrongly based and lack of legal base.



WHEREAS: That according to the dispositions of articles 1134 and 1135 of the Civil Code, the legally formed conventions have law force for them who made them; can not be revoked, but by mutual agreement, or by causes not authorized by the law; they should be taken into execution in good faith; and they oblige not only to what is expressed in them, but also to all the consequences that the equity, the use or the law gives to the obligation according to its nature.

WHEREAS: That is an obligation of every debtor to pay his creditor in the place and terms agreed.

WHEREAS: That truly, the Plaintiff has proved to be the creditor of the Defendant for the aforementioned amount, that on its side has not proved payment or fact demonstrating such liberation, for this it proceeds to legally recognize the credit in favor of the Plaintiff

WHEREAS: That proceeds condemning the Defendant to pay one percent (1%) monthly, from the date of the claim, as title of supplementary compensation.

WHEREAS: That in the present case, the Plaintiff has presented a lien of property, by virtue of the Civil Order No.281 dated February 13<sup>th</sup>, 2007 in prejudice of the Defendant and between third parties garnisheed.

WHEREAS: That to the garnishee part it was notified the act of the lien and the claim in validity, and that this last was notified to the third parties garnishee, in the legal terms, established in articles 563 and 564 of the Dominican Civil Procedure Code, f to proceed to declare regular and valid in the form and the essence, the lien of property, practiced by the Plaintiff and ordering the third parties garnishees to pay in the hands of \_\_\_\_\_ the \_\_\_\_\_ lienor the values affected by the referred lien up to the amount of the main and accessory credit right.

WHEREAS: That every part that succumbs in Justice shall be condemned to pay the costs of the process, with distraction of the same, in benefit of the Lawyers that confirm being advancing them in their total part.

FOR THESE CAUSES AND SEEN, articles 1315 of the Civil Code; 130, 133, 141, 146, 149, 557, 561, 563 and 564, of the Civil Procedure Code; THE SECOND COURT OF THE CIVIL AND COMMERCIAL CHAMBER OF THE LEGAL DISTRICT IN SANTIAGO, FIRST INSTANCE COURT, administrating justice in the name of the Republic and by authority of the law, and by merit of the aforementioned articles, VERDICTS: FIRST: To condemn the Defendant INTERAMERICANA APPAREL COMPANY, to pay the amount of NINE HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED NINETY SIX WITH 64/100 (US\$931,496.64) in benefit of QST DOMINICANA, LLC, the Plaintiff. SECOND: condemns to the Defendant to pay a monthly interest of one percent (1%), from the date of the claim, in title of supplementary compensation. THIRD: declare

regular and valid in its form and essence, the lien of property presented through acts numbers 148/2007 dated February 21<sup>st</sup>., 2007 and 155/2007 dated February 22<sup>nd</sup>., 2007, from the Minister Officer Yira Rivera Raposo, officer of the Second Court of the Penal Chamber of the Santiago Legal District First Instance Court, acting by request from QST DOMINICANA, LLC, in prejudice of INTERAMERICANA APPAREL COMPANY and from the hands of LEVI STRAUSS & CO AND GRUPO M. FOURTH: Orders the third parties garnishees to validly pay from the hands of the lienor, the amounts that are recognized as debts from INTERAMERICANA APPAREL COMPANY, up to the amount of the credit that the lienor has against his debtor, in principal, interests, costs and other law accessories. FIFTH: Condemns the Defendant to pay the costs of the procedure, with distraction of the same in favor of the lawyers Marlit Badia and J. Guillermo Estrella Ramia who confirm to be advancing them in its total part. And for this, our sentence, here is ordered and signed. Signatures (Samuel Guzman Fernandez, Judge and Angelita Grullon, Secretary).

I, Angelita Grullon Paulino, Secretary of the Second Court of the Civil and Commercial Chamber of the Santiago Legal District First Instance Court, Certify: That the sentence marked with the No.1788 dated October 1<sup>st</sup>. 2007. is faithful and agrees with the registered original under the No. 1538 folio 326 book 4 from Legal Acts.

Santiago October four (4) 2007 .

